

KATTEN MUCHIN ROSENMAN LLP

Steven J. Reisman, Esq.

Michael Rosella, Esq.

50 Rockefeller Plaza

New York, NY 10020-1065

Telephone: (212) 940-8772

Email: sreisman@katten.com

Email: michael.rosella@katten.com

KATTEN MUCHIN ROSENMAN LLP

Terence G. Banich, Esq. (admitted pro hac vice)

525 West Monroe Street

Chicago, IL 60661-3693

Telephone: (312) 902-5200

Email: terence.banich@katten.com

Counsel for Plaintiff

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Sears Holdings Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 18-23538-SHL

(Jointly Administered)

Kmart Holding Corporation,

Plaintiff,

Adv. No. **20-06455-shl**

v.

Pinecone Design Limited,

Defendant.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

**STIPULATION FOR EXTENSION OF TIME TO RESPOND TO COMPLAINT AND TO
VACATE ENTRY OF DEFAULT**

Kmart Holding Corporation (the “Plaintiff” or “Debtor”), one of the debtors in the above-captioned chapter 11 case, and Pinecone Design Limited (the “Defendant” and, together with Plaintiff, the “Parties”), through their respective counsel, enter into this Stipulation to Extend Time to Respond to Complaint and to Vacate Entry of Default, and hereby stipulate and agree as follows:

1. On or about September 16, 2022, Plaintiff filed a Declaration Requesting Clerk’s Entry of Default against Defendant (Docket No. 6).

2. On or about September 28, 2022, the Clerk of the Court (the “Clerk”) filed an Entry of Default against Defendant (Docket No. 8).

3. Following the above filings, counsel for the Parties commenced settlement negotiations, and these negotiations remain ongoing.

4. The Parties have agreed to extend the time for Defendant to answer, move, or otherwise plead to the Complaint, and to vacate the Clerk’s Entry of Default against Defendant.

5. The Parties submit that good cause exists for the requested proposed order.

6. **NOW, THEREFORE**, pursuant to the Procedures Order, the Parties hereby agree and stipulate as follows:

a. Defendant shall have until November 23, 2022 to answer, move, or otherwise plead to the Complaint.

b. Defendant admits that Defendant is the proper party defendant as named in the Summons and Complaint.

c. In exchange for Plaintiff’s agreement to extend the response deadline, Defendant agrees to waive any issues relating to service of process of the Summons and Complaint.

d. The Entry of Default against Defendant is hereby vacated, and Defendant reserves all rights with respect to potential affirmative defenses to the claims set forth in the Complaint.

Dated: November 9, 2022

AGREED TO BY

KATTEN MUCHIN ROSENMAN LLP

/s/ Steven J. Reisman

Steven J. Reisman, Esq.
50 Rockefeller Plaza
New York, NY 10020-1065
Telephone: (212) 940-8700
Email: sreisman@katten.com

Terence G. Banich, Esq. (*admitted pro hac vice*)
525 West Monroe Street
Chicago, IL 60661-3693
Telephone: (312) 902-5200
Email: terence.banich@katten.com

Counsel for Plaintiff

SAUL EWING ARNSTEIN & LEHR LLP

/s/ Luke Murley

Luke Murley
1201 North Market Street, Suite 2300
Wilmington, DE 19801
Telephone: (302) 421-6898
Email: luke.murley@saul.com

Counsel for Defendant

SO ORDERED

Dated: _____
White Plains, New York

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE